

**EXHIBIT B TO LETTER AGREEMENT
DATED JANUARY 30, 1985
BETWEEN
GOLD FIELDS MINING CORPORATION
AND
AMSELCO EXPLORATION INC.**

MINERAL LEASE

THIS MINERAL LEASE (hereinafter called "Agreement") made as of the 18th day of November, 1985, by and between Jennings Gary Dorn, Sr., 1/2/11 G. Dorn and Virginia M. Dorn, husband and wife, and Bevive Naomi Wickman Dorn, a widow, whose address is P. O. Box 36, McCormick, South Carolina 29835

(hereinafter called "Lessor" whether one or more) and Gold Fields Mining Corporation, a Delaware corporation authorized to conduct business in South Carolina, with offices at 223 Union Boulevard, Suite 500, Lakewood, Colorado 80228 (hereinafter called "Lessee") for the consideration and upon the terms and conditions set forth below:

1. GRANT OF LEASE. In consideration of the mutual covenants set forth herein, Lessor does lease to Lessee certain property (hereinafter called "Property") located in McCormick County, South Carolina such Property being identified on Exhibit "A" (attached hereto and made a part hereof).

2. GRANT OF RIGHTS. Lessor grants to Lessee the following exclusive rights upon and with respect to the Property:

- (a) To enter the Property to survey, explore, prospect, drill, develop, mine, and extract minerals in any manner whether by surface, open-pit, or underground mining methods; stockpile, remove, leach, concentrate, mill, smelt, beneficiate, process, ship and market, without limitation, all ores, metals, minerals, tailings, concentrates and mineral products (hereinafter called "Minerals"), exceeding only oil, gas, associated hydrocarbons, sulfur, sand, gravel and topsoil.
- (b) To construct, use, maintain, repair, replace and relocate buildings, ore bins, shafts, declines, inclines, tunnels, drifts, open pits, reservoirs, tailings ponds, waste dumps, ore stockpiles, roads, power and communication lines and any other structures and facilities.
- (c) To use the Property for the storage or permanent disposal of Minerals, water, waste, tailings or other materials produced from the Property or other real property.
- (d) To use all easements, means of access and rights-of-way for ingress and egress to and from the Property.
- (e) To use water from an aquifer to the Property and to drain through and from the Property and to draw into any course in the Property any water from operations conducted thereon or on other properties owned, worked or leased by Lessee. Specifically excepted from this grant is any right to water from ponds, reservoirs, tanks or wells owned and used by Lessor, without Lessor's prior permission, which shall not be unreasonably withheld.

(f) To use the Property for all of the purposes stated in this Section 2 in conjunction with Lessee's activities on other properties.

3. TERM OF AGREEMENT. This Agreement is granted for an initial term of twenty-one (21) years from the date hereof (hereinafter called "Primary Term") and for a period so long thereafter (hereinafter called "Extended Term") as Lessee is exercising any of the rights granted in Section 2 upon and with respect to the Property and is making the minimum advance royalty payments set forth in Section 4.

4. MINIMUM ADVANCE ROYALTY PAYMENTS. Lessee shall pay Lessor the minimum advance royalty payments (hereinafter called "Minimum Payments"). All Minimum Payments paid to Lessor shall be credited against any production royalties that accrue. In the event no Minerals are produced from the Property, Lessor shall have no obligation to refund Minimum Payments. Lessee shall have the right to prepay any Minimum Payments. Lessee agrees to pay Minimum Payments to Lessor as follows:

Estate Owned	ANNUAL PER ACRE PAYMENT			
	First Through Fourth Lease Year	Fifth Through Ninth Lease Year	Tenth Through Fourteenth Lease Year	Fifteenth Lease Year And Thereafter Until Termination
Surface Only	\$ 7.50	\$10.00	\$17.50	\$27.50
Subject Minerals Only	\$12.50	\$20.00	\$32.50	\$52.50
Fee (Surface and Subject Minerals)	\$20.00	\$30.00	\$50.00	\$80.00

5. DELAY RENTAL. If, at any time during the Extended Term, all activities are continuously suspended for sixty (60) days or more upon and with respect to the Property, Lessee shall pay Lessor a delay rental of Three Thousand Dollars (\$3,000.00) commencing sixty (60) days following the first day of such suspension and a like sum every twelve (12) months thereafter so long as the suspension continues. The Extended Term of this Agreement shall remain in effect provided the delay rental payments are made. Nothing herein shall relieve Lessee of the duty to make Minimum Payments as provided in Section 4.

6. PRODUCTION ROYALTY. Except as otherwise calculated under Sections 21 or 22 Lessee shall pay to Lessor a production royalty which will be a percentage of the net smelter returns of the Minerals carried and sold or taken by Lessee from any portion of the Property. The percentage of the net smelter returns to be paid to Lessor shall be determined as follows:

- (a) A production royalty of five percent (5%) of the net smelter returns if Lessor owns the entire and undivided surface and mineral estate in the Minerals produced from the Property.
 - (b) A production royalty of four and one-half percent (4 1/2%) of the net smelter returns if Lessor owns the entire and undivided mineral estate in the Minerals produced from the Property, or
 - (c) A production royalty of one-half percent (1/2%) of the net smelter returns of any Minerals owned by a third party produced to Lessor from any portion of the Property wherein Lessor owns the entire and undivided surface estate and does not own minerals.
- The net smelter returns shall be the amount actually received by Lessee from the sale of Minerals less, but only to the extent actually incurred by Lessee, the following:
- (1) All charges and costs, if any, for transportation of Minerals to a smelter, refiner, consumer or purchaser from Lessee or its agent and
 - (2) All expenses, if any, for smelting, refining, and marketing the Minerals.



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23. NOTICE. Any notice or other instrument required or desirous to be given under this Agreement shall be effective when written notice is personally delivered to the party to be given such notice or the same has been deposited in the United States Mail, certified return receipt requested, is registered with postage thereon fully paid, to the addresses set forth above. Either party may change such addresses by giving written notice in like manner to the other party.

22. SEVERABILITY. In the event that any court or administrative body of competent jurisdiction determines that any part, term, or provision of this Agreement is unenforceable, illegal, or in conflict with any federal, state, regional, or county law, the parties shall endeavor to cause thereby to be deemed to have been inserted such court or administrative body to reform such part, term, or provision in such a way as to carry out its intent if the same referred to the extent permissible under such law, provided, however, that if the court or administrative body declines to so act, then such part, term, or provision shall be considered severable from the rest of the Agreement, and the remaining provisions of the Agreement shall not be thereby affected, and this Agreement shall be construed and enforced as if the Agreement did not contain such part, term or provision.

30. PERPETUITIES. As to any provision in this Agreement, the parties hereto do not intend that there shall be any violation of the Rule against Perpetuities or any related rule. If any such violation should inadvertently occur, it is the intent of the parties hereto that the appropriate court shall reform the provision in such a way as to approximate most closely to the intent of the parties hereto within the limits permissible under such rule or related rule.

31. BINDING EFFECT, CONSTRUCTION AND ENFORCEMENT. All covenants, conditions, and terms of this Agreement shall be of benefit to and run with the Property and shall bind and inure to the benefit of the parties hereto, their respective heirs, successors, personal representatives, subsidiaries, affiliates, including any business entity of which the majority of the equity is owned directly or indirectly by Lessor or Lessee or the

SOUTH CAROLINA

32. MEMORANDUM. Concurrently with the execution of this Agreement, Lessor shall execute and deliver to Lessee a Memorandum of this Agreement in recordable form.

33. EXECUTION. This Agreement may be executed in one or more counterparts, each of which shall be as fully binding on the signatory parties as if executed by all parties.

34. SCALE AGREEMENT. This Agreement and the Exhibits attached hereto set forth the entire agreement between the parties with respect to the subject matter thereof. This Agreement supersedes all other negotiations and agreements between the parties with respect to the subject matter of this Agreement. No modification or alteration of this Agreement shall be effective unless reduced to writing and executed by the parties hereto. The division of this Agreement into sections and the use of captions are solely for convenience and shall not be used in its interpretation.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

LESSON:

Jennings Gary Dorn Jr. ISEAL
Jennings Gary Dorn, Sr.; a/k/a J. G.
Social Security No. 747-46-1111

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Jennings Gary Dorn, Sr., a/k/a J. G. Dorn
Social Security No. 747-46-1151

Virginia Dept.

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Virginia M. Dorn
Social Security No. 250-18-9431
Bettye Naomi Workman
Bettye Naomi Workman Dorn
Social Security No. 250-78-2482

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Scary Stories

WITNESS.

(1) Plant of vine
(2) first flower

LESSOR: Gold River Wine Cellar

DONALD W. KOHLS
Vice President, Exploration

AFFEST-

John J. Tracy